

Union Pacific Corporation

RECORDATION NO. **16564-E** Filed 1425

JUN 26 1987 -3 10 PM



INTERSTATE COMMERCE COMMISSION

J. Ryan O'Connell
Senior Corporate Attorney

No. **7-177A002**

Date **JUN 26 1987**

Fee \$ **10.00**

ICC Washington, D.C.

June 24, 1987

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Union Pacific Railroad Equipment Trust
Trust No. 2 of 1972; Agreement dated as
of May 1, 1972

Dear Ms. McGee:

Enclosed please find an original and two counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. § 11303.

The document is a Bill of Sale and Declaration of Payment, dated as of June 18, 1987, by Morgan Guaranty Trust Company of New York, as Trustee under the above-captioned Agreement, consenting that the record of its title to the equipment covered by such Agreement be cancelled and discharged. The Agreement is recorded under Recordation No. 6564.

I enclose a fee of \$10. Please return to me the original Bill of Sale and Declaration of Payment and any copies which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed. A postage paid, addressed envelope is enclosed for your convenience.

Very truly yours,

JRO'C:b
Encls.

cc: C. W. von Bernuth, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

6/30/87

Union Pacific Corporation
345 Park Avenue
New York, New York 10154

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/26/87 at 3:50 PM, and assigned recordation number(s). 6564-E

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. *6564-E* Filed 1426

JUN 26 1987 -3 22 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Morgan Guaranty Trust Company of New York, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of May 1, 1972, which was filed and recorded pursuant to 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) on April 20, 1972 and assigned Recordation No. 6564 and pursuant to which the Trustee issued \$14,400,000 aggregate principal amount of Union Pacific Equipment Trust No. 2 of 1972; a First Supplemental Agreement, dated as of September 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on September 14, 1979 and assigned Recordation No. 6564-A; a Second Supplemental Agreement, dated as of January 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 8, 1980 and assigned Recordation No. 6564-B; and a Third Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 11, 1982 and assigned Recordation No. 6564-D (the Equipment Trust Agreement, as amended by the Supplemental Agreements, being hereinafter referred to as the "Agreement"), covering the

construction and transfer of the units of new railroad equipment (the "Equipment") described in Schedule A thereto and hereto; and

WHEREAS, on May 1, 1987, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, Morgan Guaranty Trust Company of New York, does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

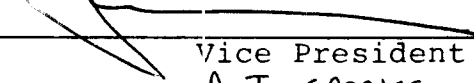
WHEREUPON, Morgan Guaranty Trust Company of New York does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that Morgan Guaranty Trust Company of New York makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the

Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).


TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, Morgan Guaranty Trust Company of New York has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 18th day of June, 1987.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

By: 
Vice President
P.J. CROOKS

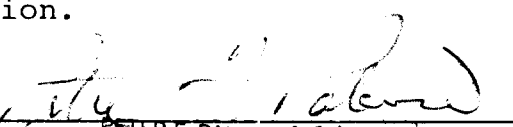
Attest:


Assistant Secretary
B.A. BROADWAY

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 18th day of June, 1987, before me personally appeared P.J. Crooks, to me personally known, who being by me duly sworn, said that he is a Vice President of Morgan Guaranty Trust Company of New York, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

PETER F. PALERMO
Notary Public, State of New York
Qualified in Kings County
Certificate Filed in New York County
No. 24 4616863
Commission Expires July 31, 1989


PETER F. PALERMO
Notary Public, State of New York
Qualified in Kings County
Certificate Filed in New York County
No. 24 4616863
Commission Expires July 31, 1989

EQUIPMENT TRUST AGREEMENT NO. 2 OF 1972

Dated May 1, 1972

Description of Equipment as of March 31, 1987

Diesel Electric Locomotives

- 26 General Electric
3173 to 3177, inclusive
3179 to 3199, inclusive

Open Top Hopper Cars

- 5 Union Pacific Railroad - Builder
44711 to 44715, inclusive

Covered Hopper Cars

- 3 Amcar Division, ACF Industries, Inc.
78954 to 78955, inclusive
220173

Box Cars

- 11 Union Pacific Railroad - Builder
170283
170291
170302
170343
170362
170370
170411
170432
170452
170479
170482

Flat Cars

- 8 Portec, Inc.
215792 to 215799

Insulated Box Cars

77 Pacific Car and Foundry Co.
465002 to 465006, inclusive
465009 to 465010, inclusive
465012 to 465014, inclusive
465017 to 465024, inclusive
465026 to 465027, inclusive
465029 to 465038, inclusive
465042 to 465048, inclusive
465051 to 465053, inclusive
465055 to 465059, inclusive
465061
465063 to 465064, inclusive
465066 to 465075, inclusive
465078 to 465089, inclusive
465091 to 465092, inclusive
465094 to 465097, inclusive
465099

Insulated Box Cars

51 Pacific Car & Foundry Co.
491187
491189
491192
491194 - 491195, inclusive
491197 - 491208, inclusive
491210 - 491217, inclusive
491219 - 491220, inclusive
491222 - 491223, inclusive
491225 - 491233, inclusive
491235 - 491242, inclusive
491244 - 491247, inclusive
491249